

THIS AGREEMENT, effective as of _____ (the "Effective Date"), is between the NVBDC a Detroit based organization with a principal place of business at 325 East Crescent Lane / Detroit, MI 48207 (501c3) and _____, an organization/person with a place of business located at _____ either of which hereinafter may be referred to in the singular as a "Party/Organization" or in the plural as the "Parties/Organizations" to this Agreement. Each Party will be provided certain Confidential Information (as defined below) in connection with a mutual organization collaboration agreement. The Parties hereby agree that disclosures of Confidential Information shall be governed by the following terms and conditions. A Party receiving Information under this Agreement is referred to as "Recipient" and a Party disclosing Information is referred to as "Discloser". The Parties agree as follows:

1. As used herein, "Confidential Information" shall mean any and all information furnished or disclosed, in whatever form or medium, including, without limitation, either Party's, or with respect to Agency, its Veteran Owned Businesses', Corporate Sponsors, Donors, intellectual property, VOB participant information, VOB lists, organization contacts, business plans, policies, procedures, techniques, know-how, standards, products, source or object code, product or service specifications, manuals, agreements, economic and financial information, marketing plans, data (including Personal Data (as defined below)), reports, analyses, compilations, statistics, summaries, studies, and any other materials or information, or any materials based thereon, whether written or oral, furnished directly or indirectly by either Party or any of their respective directors, officers, employees, affiliates, agents, attorneys, accountants, advisors and other representatives (collectively, the "Representatives"). The term "Confidential Information" shall not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by a Party in breach of this Agreement, (ii) becomes available to a Recipient on a non-confidential basis from a source other than a Discloser, or one of its Representatives that is not bound by a confidentiality or similar agreement or duty prohibiting the disclosure thereof, or (iii) is within a Recipient's possession prior to being furnished hereunder, as demonstrated by the contemporaneous written records of the Recipient; provided, however, that no such exceptions shall apply to the term "Personal Data".

2. Each Party shall:

a. hold all Confidential Information in strict confidence with the same degree of care with which such Party protects its own confidential or proprietary information, but no less than reasonably prudent care;

b. restrict disclosure of the Confidential Information solely to its directors, officers, employees, contractors, representatives and agents (collectively, the "Representatives") with a need to know such Confidential Information, advise those persons of their obligations hereunder with respect to such Confidential Information, cause those persons to comply with the terms of this Agreement and be responsible for any breach of this Agreement by such Party's Representatives;

c. use the Confidential Information only as needed with prior permission of each party.

d. Parties will not copy, distribute, or otherwise use such Confidential Information or allow anyone else to copy, distribute, or otherwise use such Confidential Information; and

e. upon written request, promptly return to the Discloser all of the Discloser's Confidential Information that is in tangible form; as to Confidential Information that was disclosed in intangible form, including, but not limited to electronic mail, upon request by the Discloser, the Recipient shall certify in writing within five (5) business days to Discloser that such Confidential Information has been destroyed or, if the Confidential Information was recorded on an erasable storage medium, that all such Confidential Information has been erased.

3. The Confidential Information shall be deemed the property of the Discloser, who exclusively shall retain all rights to their respective Confidential Information. Nothing contained in this Agreement shall be construed as granting or conferring any patent, copyright, trademark or other proprietary rights by license or otherwise in any such Confidential Information to Recipient, except for the right to use such Confidential Information in accordance with this Agreement. In addition, it is understood and acknowledged that neither Party makes any representation or warranty (express or implied) as to the accuracy or completeness of the Confidential Information, and neither Party nor any Representative shall have any liability to the other Party or any other person resulting from use of the Confidential Information. Neither Party shall have any claim whatsoever against the other Party or any Representative arising out of or relating to a Project or any possible or actual project (other than those as against parties to a definitive written agreement).

4. In the event that the Recipient is required by law or legal process to disclose any of the Confidential Information, it is agreed that the Recipient will provide the Discloser with prompt notice of such requirement so that the Discloser may seek a protective order or other appropriate remedy. In the event that such protective order is not obtained prior to the time the Recipient is required to provide a response, the Recipient may furnish that portion (and only that portion) of the Confidential Information which, in the opinion of its counsel, the Recipient is legally required to disclose and will fully cooperate with Discloser and exercise its commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information so furnished. Disclosure of Confidential Information in accordance with this Paragraph 4 shall not be deemed a violation of this Agreement.

5. Recipient agrees to indemnify and hold harmless the Discloser, Agency and the Representatives from any damage, loss, cost or liability (including legal fees and the cost of enforcing this indemnity) arising out of or resulting from any third party claims of any unauthorized use or disclosure by the Recipient or its Representatives of the Confidential Information. In addition, both parties acknowledge that any breach of obligations hereunder could cause irreparable injury, and that monetary damages may not be an adequate remedy for such breach. Upon a breach or threatened breach of any of the provisions of this Agreement, Discloser shall be entitled to specific performance and/or injunctive relief in any court of competent jurisdiction restraining the Recipient from breaching the terms hereof, or from disclosing any Confidential Information to any person or otherwise using it except as specifically provided in this Agreement, without prejudice to any other rights and remedies of Discloser. In addition, Discloser may assert any and all rights it might have under this Agreement, or in law or in equity.

6. This is the sole Agreement between the parties about its subject matter. It incorporates and supersedes all written and oral communications about its subject. The provisions of this Agreement may only be modified or waived by a separate writing signed by the authorized representatives of the Parties to this Agreement. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto and their respective successors and assigns. No failure or delay by a Party in exercising any right, power or privilege shall operate as a waiver thereof. The invalidity or unenforceability of any provision of this Agreement shall not effect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

7. Both party's obligations under this Agreement shall extend for two (2) years (or, if another time period is specified, for such other time period) beyond the termination, cancellation or expiration hereof, including, by way of illustration only and without limitation, those obligations set forth in paragraph 2; provided, however, that to the extent that Confidential Information constitutes Personal Data or Confidential Information of one of Agency's existing clients or one of Agency's potential clients pursuant to the Project, Recipient's obligations under this agreement with respect to such information shall extend indefinitely beyond the termination, cancellation or expiration hereof.

8. In the event that organization (or any of its representatives) discloses any information ("Personal Data") relating to an identified or identifiable natural person (the "Data Subject"), then with respect to such Personal Data, organization shall:

(i) Collect, store, disseminate, retrieve, use or disclose such Personal Data only for the purposes of providing services in connection with the Project unless, and to the extent that Agency provides written instructions regarding additional purposes. (ii) Not disclose Personal Data to any person or entity other than authorized representative needing access to such data in order to provide services in connection with the organization, unless organization has consented to the disclosure to any entity other than organization. (iii) Not place organization in breach of any requirements of applicable law or other valid legal or regulatory process. (v) Promptly notify organization of (A) any legally-binding request for disclosure of the Personal Data, (B) any accidental or unauthorized access of Personal Data, or (C) any request received from or on behalf of third party unless authorized in writing to do so by party. (b) Organization acknowledges that Personal Data, if any, is provided or made available to parties for the purpose of enabling organization to perform services in connection with collaboration, and under no circumstances will Personal Data become the property of either party. (c) Parties further agree and undertake: (i) to comply with the requirements of applicable data protection law in connection with its performance of services with respect to the Project, and (ii) to maintain technical and organizational processes and procedures that ensure a level of security appropriate to the risks represented by the processing and the nature of the data/information to be protected to safeguard all personal information received from parties and/or third parties from and against any accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, irrespective of its choice of law principles. Each party submits to the exclusive jurisdiction of any federal or state court located in Michigan, ("Michigan Court") in respect of any action or proceeding arising out of this Agreement, agrees that venue for any such action of this Agreement will be properly laid in any Michigan Court, and each party waives any objection to the bringing of any such action or proceeding in such venue. Each Party represents that it has caused this Agreement to be executed on its behalf as of the date written below by a representative empowered to bind that Party with respect to the undertakings and obligations contained herein.

Please sign this NDA and return to the attention of: General Richard Miller - Email: genmiller@nvbdc.org

Company/Person Name:

National Veteran Business Development Council

By: _____

By: _____

Name:

Name: Name: Richard Miller

Title:

Title: President